

AFL's 2018 Avenger Pose Social Competition

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this Competition is deemed acceptance of these Terms and Conditions.
2. Entry is open only to legal residents of Australia who attend a match of Australian rules football during Round 5 to Round 23 inclusive of the 2018 Toyota AFL Premiership Season ("Match"). Persons entering the Competition who are under 18 years of age require their parent's or legal guardian's permission. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Competition, are ineligible to enter ("Eligible Entrants").
3. Immediate family means any of the following: spouse, ex-spouse child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
4. In these terms and conditions "related body corporate" has the meaning given in the *Corporations Act 2001* (Cth) from time to time and "related bodies corporate" has a corresponding meaning.
5. The Competition commences at 9:00am on Sunday, 22 April 2018 and closes at 9:00am on Monday, 27 August 2018 (the "Competition Period"). All times in these Terms and Conditions are expressed in the local time in Melbourne, Australia.
6. To enter the competition Eligible Entrants must take a photograph of themselves with one of the Marvel Super Heroes at any Match in 2018. Entrants must then upload the photo to their own social media platform and include the hashtag AFLAvengersPose (#AFLAvengersPose).
7. On the day following the final match of every Round from Round 5 to Round 23 of the 2018 Toyota AFL Premiership Season, a selection panel of AFL staff will vote by majority vote on the best photo of the round. Entries will be judged on creativity, ingenuity, and relevance to AFL.
8. The weekly winner will be announced via AFL social media channels on the afternoon following the panel decision on or around 4:30pm.
9. The weekly winner will be notified on or around 4:30pm on the afternoon following the panel decision by the Promoter's staff via their social media channel (Facebook or Instagram) where further contact information and details will be requested including, but not limited to, full name, phone, email, and address ("the Notification").
10. An overall season winner ("Overall Season Winner") will be chosen following the last Match of the 2018 Toyota AFL Premiership Season.
11. The Overall Season Winner will be announced via AFL social media channels on the afternoon following the panel decision on or around 4:30pm on Monday, 27 August 2018.
12. The Overall Season Winner will be notified on or around 4:30pm on Monday, 27 August 2018. by the Promoter's staff via their social media channel (Facebook or Instagram) where further contact information and details will be requested including, but not limited to, full name, phone, email, and address ("the Notification").
13. The Overall Season Winner must accept the Prize at the time of the notification.

14. The name and residing State of the winner may be published on various AFL social media channels, as well as local newspapers on or around the time of awarding the prize.
15. If the Prize is not claimed by the Eligible Entrant initially selected as the winner or the person selected is ineligible to win the Prize, a reselection will be conducted by the panel and continue to be conducted until a winner is determined
16. A winner via the reselection process will be notified as per clauses 12, 13, 14 and 15 directly after the reselection. The name and address of the winner from the reselection process may be published on AFL various social media channels, as well as local newspapers after the selection.
17. The Promoter reserves the right, at any time, to invalidate any entries (and entrants who submit or cause those entries to be submitted) which it reasonably suspects have been submitted: (a) using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information; (b) through the use of multiple identities, email addresses or accounts; and/or (c) in any way in contravention of these Terms and Conditions.
18. Incomplete, illegible or incorrect entries, or those which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, will be deemed invalid.
19. There is a limit of one (1) entry per Eligible Entrant per Round.
20. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
21. The Promoter's decision in relation to any aspect of these Terms and Conditions and the Competition is final and binding on every person who enters. No correspondence will be entered into.
22. The Promoter reserves the right, at any time during, or after the closing date of the Competition, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity and place of residence) and to disqualify any Eligible Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
23. The weekly prize is awarded to one (1) Eligible Entrant per week. The winner will receive either one (1) family pass (four (4) tickets) to the Avengers S.T.A.T.I.O.N exhibition in Federation Square (value approx. \$100), a Marvel DVD pack (value approx. \$100), or Hasbro merchandise pack (value approx. \$50).
24. The Overall Season Winner will win the following prize for ten (10) persons, and consists of:
 - Return economy airfares to Gold Coast Airport, Queensland departing from Melbourne Airport including all relevant taxes;
 - Two (2) nights shared accommodation at a four-star hotel on the Gold Coast (consisting of five (5) double rooms);
 - Transportation from hotel to Avengers S.T.A.T.I.O.N. on the Gold Coast with a special training agent;
 - Ten (10) x tickets to exclusive guided tour of Avengers S.T.A.T.I.O.N on the Gold Coast;
 - Ten (10) x Avengers S.T.A.T.I.O.N. ID cards;
 - \$100 voucher for the exhibition shop at the Avengers S.T.A.T.I.O.N.;
 - Ten (10) x exclusive Avengers S.T.A.T.I.O.N t-shirts;
 - One (1) x main meal and drink for all 10 guests at Midtown Diner located at the Avengers S.T.A.T.I.O.N.; and
 - Marvel Studios Home Entertainment Collection.

No spending money, meals , drinks or additional entertainment will be provided (apart from the main meal and drink at Midtown Diner).

25. If the Overall Season Winner is under the age of 18 years, the Prize will be awarded to the Overall Season Winner's nominated parent or legal guardian on behalf of the Overall Season Winner. Minors may use the Prize, but they must have consent from their parent or legal guardian (which the Promoter may request in writing).
26. The following additional conditions apply to the Overall Season Winner prize –
- (a) Dates of travel are between 21 October 2018 and 31 January 2019
 - (b) Prize is subject to availability, has no cash alternative, is non-transferable, non-refundable and cannot be exchanged, delayed or redeemed for cash;
 - (c) At least one person travelling must be 18 years or over;
 - (d) If winner is under 18 then at least one of his/her guest(s) must be his/her parent or guardian;
 - (e) Hotel accommodation is based on five (5) double rooms
 - (f) The winner or one of his/her guests is responsible for providing the hotel with a credit card pre-authorisation or cash deposit to cover incidentals;
 - (g) Winner and his/her guest(s) are solely responsible for all other meals, costs and expenses not specifically mentioned in the Prize description;
 - (h) Size, height, weight, age restrictions and medical warnings apply to certain rides and attractions. The attractions reserve the right to refuse entry and to close and/or alter all or any part of the facilities including closure of rides and/or attractions and removal of figures for technical, operational, health and safety or other reasons including overcapacity;
 - (i) Except for the nine guest(s) permitted as part of the Prize, the winner is not allowed to bring any additional family members or guests on the Prize trip. Your guest(s) may not be selected through any further contest, promotion or commercial event. You and your guest(s) must travel on the same itinerary from Melbourne Airport. Once selected, the winner's guest(s) may not be changed without the express consent of the Promoter, which the Promoter may grant or withhold in its sole discretion;
 - (j) Any potential winner and his/her proposed guest(s) will be required to sign the Promoter's deed of indemnity and exclusions of liability in order to be eligible to win and/or participate in the Prize;
 - (k) Winner must be prepared to travel during the Promoter's nominated dates;
 - (l) Selection of airline(s), accommodation, entertainment and departure time(s) will be at the Promoter's discretion;
 - (m) If the winner does not take the Prize during the time period stipulated, then the Prize is forfeited and cash will not be awarded in lieu of the Prize;
 - (n) The Prize or any unused portion of the Prize is non-transferable, non-refundable and non-redeemable for other goods or services and cannot be taken as cash;
 - (o) Once travel is booked, any changes made to the booking may incur cancellation fees or amendment fees, at the cost of the winner;
 - (p) The winner and any guest(s) will not accrue any frequent flyer points;
 - (q) All components of the Prize must be taken together;
 - (r) The winner and any guest(s) must determine whether to purchase any travel insurance in respect of the Prize;
 - (s) All additional costs incurred whereby the prize winner wishes to make variations to travel are the winner's responsibility and must be booked separately by the winner; and
 - (t) The winner and any guest(s) will be required to behave responsibly including the responsible consumption of alcohol, no prohibited drugs or medication, no aggressive or offensive behaviour, or behaviour which may diminish the good name or reputation of the Promoter.
27. Twenty (20) prizes will be awarded in total. One (1) weekly prize from Round 5 to Round 23 inclusive (nineteen (19) and one (1) overall season prize. The total prize pool of the Competition is valued at up to \$9600. The Promoter's decision for the winners of each Prize in this Competition is final and binding and no correspondence will be entered into.
28. The winner and any guest(s) must provide all required documents, including but not limited to any executed agreements and/or deeds, at such dates as directed by the Promoter.
29. If for any reason a winner does not take the Prize or any part of the Prize at the time stipulated by the Promoter, then the Prize or that part of the Prize cannot be transferred, exchanged or redeemed for cash.

30. The Prize must be booked and completed as specified by the Promoter and/or the prize supplier or organiser of the Prize. Any flights and accommodation constituting part of the Prize are subject to booking and availability. All costs associated with the travel part of the Prize which are not specified to be included in the Prize, including but not limited to any transfer costs, meals, taxes, insurance and other ancillary costs, are the responsibility of the winner. The Promoter and the prize supplier are not responsible for any cancellation, delay or rescheduling of flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner.
31. If the prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher. If the total value of a voucher is not used at the time of redemption, a new voucher may (subject to the conditions stipulated by the provider) be issued for the remaining amount. Any such further voucher is valid for the remainder of the original voucher expiry period. Vouchers cannot be redeemed for further vouchers.
32. To redeem the flights, the Overall Season Winner must provide their email address and contact details so the Promoter can send their prize certificates. Once the prize certificates are received, the Overall Season Winner can request their booking by emailing prizewinners@virginaustralia.com the preferred flight details and reference number from Monday-Friday between 09:00-17:00 AEST. Flights are subject to availability. Subject to the conditions set out in these terms and conditions in respect of the Overall Season Prize, prize certificates are valid for 12 months from the date of issue. The outbound flight must depart prior to the expiry date of the prize certificate. Prize certificates are valid for Virgin Australia operated flights only and not code share services. Bookings made with the prize certificate cannot be upgraded and are not valid to earn Velocity points or status credits. Any changes to bookings once ticketed will incur a \$50 change fee per guest, per change and any change is subject to availability.
33. If, for any reason, the Overall Season Winner does not, once the flights have been booked, notify Virgin Australia at least 24 hours prior to scheduled departure that they are unable to take the booked flight at the time stipulated, their prize will be forfeited and cannot be redeemed for cash.
34. If the Prize includes tickets, all tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.
35. The Promoter, the prize supplier and each of their related bodies corporate will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Competition or accepting or using the Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
36. Without limiting the previous paragraph, the Promoter, the prize supplier and each of their related bodies corporate will not be liable for any damage to or delay in transit of the Prize. Prize in the form of tickets will be sent to the winner by express post once the winner has accepted the Prize.
37. Entrants acknowledge that there may be inherent risks in some aspects of the Competition, including without limitation the Prize and that participation in the Competition and/or using the Prize may involve participating in dangerous activities. By entering this Competition and/or accepting the Prize, entrants accept that risk. The Promoter and the prize supplier make no representations as to the safety, conditions or other issues that may exist at any destination as part of the Prize.
38. The Prize and participation in the Competition are subject to any conditions imposed by the prize supplier or organiser of the Prize, as applicable, subject to the approval of the relevant authorities, if required
39. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:

(a) To disqualify any Eligible Entrant; or

(b) Subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.

40. If the Prize (or part of any Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
41. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) and the prize supplier exclude all liability (including negligence), for any personal injury or death; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition or accepting or using the Prize.
42. The Promoter reserves the right to request that the winner and any guest(s) (where applicable) provide proof of identity prior to awarding the Prize. Identification considered suitable for verification is at the discretion of the Promoter. Prize winner and any guest(s) may be required as a condition of accepting the Prize to sign any form required by the Promoter and/or the prize supplier including without limitation a legal release and indemnity form or a declaration confirming their eligibility to accept the Prize.
43. Should an Eligible Entrant's contact details change during the Competition Period or the winner's details change before the Prize is provided, it is the entrant's/winner's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
44. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
45. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
46. If for any reason this Competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition any changes are subject to State Regulations.
47. Eligible Entrants consent to the Promoter using the Eligible Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
48. All entries remain the property of the Promoter. The Promoter may collect Eligible Entrants' personal information in order to conduct the Competition. If the information requested is not provided, the Eligible Entrant may not participate in the Competition. By entering the Competition, unless otherwise advised, each Eligible Entrant also agrees that the Promoter, the Promoter's employees, related bodies corporate and agents may use this information, in any media for future promotional purposes, marketing, publicity, research and profiling purposes without any further reference, payment or other compensation to the

Eligible Entrant, including sending the Eligible Entrant electronic messages and telephoning the Eligible Entrant.

49. All personal information you provide will be used by the Promoter in accordance with the Promoter's Privacy Policy available at www.afl.com.au/privacy and may be disclosed by the Promoter in accordance with the Promoter's Privacy Policy (including for conducting the Competition and providing the Prize and for promotional and marketing purposes). The Promoter may disclose Eligible Entrants' personal information to the prize supplier for the purposes of the prize supplier providing the prize. By providing your personal information, you agree to such use by the Promoter.
50. The Promoter is Australian Football League (ABN 97 489 912 318), 140 Harbour Esplanade, Docklands, Victoria, 3008, (03) 9643 1999. Any reference to AFL refers to the Australian Football League (ABN 97 489 912 318).
51. If due to any reason whatsoever the Promoter becomes aware after an Eligible Entrant has won the Prize that the Eligible Entrant has not complied with these Terms and Conditions, that Eligible Entrant will have no entitlement to the Prize, even if the Promoter has announced him/her as the winner and that Eligible Entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the Prize.
52. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Competition results in, for GST purposes, supplies being made for non-monetary consideration, Eligible Entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
53. Each Eligible Entrant must ensure that any other person whose details have been provided by the Eligible Entrant to the Promoter for the purposes of the Eligible Entrant's participation in this Competition has given their implied or express consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Competition.
54. Unless the contrary intention appears, a reference in these terms or in any advertisement relating to this Competition, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia. All references to dollar amounts are inclusive of goods and services tax (GST).
55. The Competition is governed exclusively by the laws of Australia.
56. Any cost associated with participating in the Competition and using the Prize is the responsibility of the Eligible Entrant.